



Request of: HOMESTEAD NW DEVELOPMENT CO

Return Address:

HOMESTEAD NW DEV. CO.
506 W. Grover Street, PO Box 409
Lynden, WA 98264

Document Title(s) (or transactions contained therein):

1. **COVENANTS, CONDITIONS AND RESTRICTIONS FOR VISTA RIDGE,
DIVISION 3**
- 2.
- 3.

Reference Number(s) of Documents assigned or released:

Grantor(s) (last name first then first name and initials)

1. HOMESTEAD NW DEV. CO.
- 2.
3. Additional names on page ____ of document.

Grantee(s) (last name first, then first name and initials)

1. PUBLIC
- 2.
3. Additional names on page ____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

A PORTION OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M.
SITUATE IN WHATCOM COUNTY, WASHINGTON.

Assessor's Property Tax Parcel/Account Number

390218 371214 0000 03

COVENANTS, CONDITIONS AND RESTRICTIONS FOR

VISTA RIDGE, DIVISION 3

Covenants, Conditions and Restrictions for VISTA RIDGE, DIVISION I, situate in City of Ferndale, Whatcom County, Washington, were filed on August 1, 1997, under Whatcom County Auditor File No. 1970800111, the same Covenants were previously extended to the PLAT OF VISTA RIDGE, DIVISION 2, which were filed on March 17, 1999, under Whatcom County Auditor File No. 1990303163.

THE UNDERSIGNED, HOMESTEAD NW DEV. CO., being owner of all of Lots 60 through 104, PLAT OF VISTA RIDGE, DIVISION 3, situate in City of Ferndale, Whatcom County, Washington, said plat recorded under Whatcom County Auditor File No. 2010603969, in Volume — of Plats, Page —, in order to establish and preserve a harmonious and aesthetically pleasing design for the development and to promote and protect the value of the properties within the development, hereby declares that the site and all lots and improvements thereon (Division 3, Plat of Vista Ridge) shall be subject to the restrictions set forth in this document.

I. Architectural Standards Committee. An Architectural Standards Committee is hereby established. Until all of the lots contemplated for Division I and later Divisions of Vista Ridge shall have been first sold by the Declarant, the Architectural Standards Committee shall consist of Robert Libolt, Curt Dowhower and Coreen Hansen. If any of them decline, fail or are unable to serve, the Declarant may by written designation replace them with another person. After all of the lots shall have been sold by the Declarant, the owners of two-thirds (2/3) or more of the lots shall have the power through recorded written document to establish and/or change the membership of the committee.

II. Architectural Approval. To preserve the architectural and aesthetic appearance of the development, no building shall be erected on any lot until the construction plans, specifications and the structure's location on the lot shall have been evaluated and approved by the Architectural Standards Committee for said plans' quality of workmanship, harmony of design with existing (and anticipated) structures and appropriate placement with regard to topography and finish grade elevation. No fence or service structure shall be built on any lot unless similarly approved. If the Architectural Standards Committee does not approve or disapprove in writing any proposed plans and specifications within thirty (30) days after such plans and specifications have been submitted, such plans and specifications will be deemed to have been expressly approved. Refusal of approval of plans and specifications may be based by the Architectural Standards Committee upon any ground which is consistent with the purposes stated hereinabove including purely aesthetic consideration so long as such grounds are not arbitrary or capricious. Review and approval by the Architectural Standards Committee

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shall not relieve any person of the obligation to obtain all building and related permits required by the City of Ferndale.

III. Construction/Landscaping time Allotment. The exterior of all buildings on a lot shall be completed within nine (9) months from the date of commencement of construction. Each lot's yard area shall be landscaped and planted within six (6) months following occupancy or completion of the dwelling, whichever occurs first. Yards shall be maintained so as to keep harmony with the majority of other property owners in the development.

IV. Home Type and Size. The Declarant shall have complete discretion as to the installation of homes as to type and size provided that no modular or mobile homes shall be allowed to be developed or installed on any of the premises.

V. Fences. Fences and temporary or independent structures on a lot shall be approved by the Architectural Standards Committee prior to their installation. Front yard fences are prohibited. Fences within easement areas are also prohibited. All fences shall comply with applicable City regulations.

VI. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the particular lot for sale, except that during the initial sales and construction periods a sign of no more than thirty-two (32) square feet shall be allowed at the entrance to the Plat advertising the property for sale. All signs shall comply with applicable city regulations.

VII. Offensive Activity. No noxious or offensive activity shall be carried out on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to neighbors.

VIII. Maintenance. All lots within the plat and all improvement on any such lot shall be kept and maintained by the owner thereof in a clean, safe, attractive and a neat condition.

IX. Pedestrian Easements. Pedestrian easements, if any, adjacent to Lots 6 through 11, Division I, Plat of Vista Ridge, are not for the benefit of nor are they to be used by Owners of Lots 60 through 104, Division 3, Plat of Vista Ridge.

X. Dogs, Cats and Kennels. Such animals are permitted subject to compliance with City of Ferndale rules and regulations. Owners shall not allow excessive barking or obnoxious behavior by any animals on the premises.

XI. Hot Tubs, Swimming Pools, Swing Sets, Etc. Hot tubs involve a structure and wiring and are permitted in rear yards only subject to Architectural Standards Committee approval and compliance with building code requirements. Swing sets, sand boxes, playhouses and basketball hoops are permitted subject to City of Ferndale rules and

regulations. At least one garage stall shall remain primarily dedicated to storage of an automobile and shall not be converted to other use.

XII. Inoperative Automobiles, Boats, Motor Homes and Recreational Vehicles, Etc. No inoperative automobiles, boats, motor homes or recreational vehicles shall be kept on the premises for a period not longer than seven (7) consecutive days after which such items shall be removed from the premises for a minimum period of thirty (30) consecutive days.

XIII. Enforcement. Enforcement intended to restrain violation of these covenants or to recover damages for breach of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained in this document. In the event legal action is brought to enforce any terms and conditions of these covenants, the prevailing party shall be entitled to their reasonable attorney's fees and costs of suit.

XIV. Duration. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF the undersigned, being all of the owners of the property submitted to the above covenants, conditions and restrictions, have executed this document at Lynden, Washington, this 22nd day of JUNE, 2002.

HOMESTEAD NW DEV. CO.

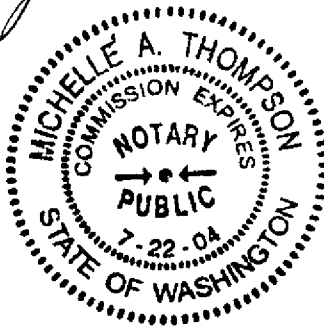
James A. Wynstra
By: James A. Wynstra, President

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that JAMES A. WYNSTRA is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of HOMESTEAD NW DEV. CO. to be the free and voluntary act of such party for the use and purposes mentioned in the instrument.

Dated: June 22, 2002

Michelle A. Thompson
NOTARY PUBLIC in and for the
State of Washington, residing at Lynden.



LEGAL DESCRIPTION:

THAT PORTION OF THE FOLLOWING DESCRIBED LAND SITUATED IN SECTION 18,
TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M., WHATCOM COUNTY, WASHINGTON.

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER; THENCE NORTH ALONG THE WEST LINE OF THE
SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 585 FEET
TO THE POINT OF BEGINNING;

THENCE WEST FROM SAID POINT OF BEGINNING ON A LINE TO INTERSECT WITH
THE EASTERLY LINE OF THE FERNDALE AND BLAINE COUNTY ROAD; THENCE
NORTHWESTERLY ALONG SAID EAST LINE TO THE CENTER OF A CREEK OR DEEP
GULLY AS DESCRIBED IN DEED RECORDED JULY 22, 1910 IN AUDITOR'S FILE NO.
142073 IN VOLUME 111 OF DEEDS, PAGE 438; THENCE NORTHEASTERLY ALONG
CENTER LINE OF SAID CREEK TO IT'S INTERSECTION WITH THE WEST LINE OF
THE EAST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH ALONG SAID
WEST LINE TO THE POINT OF BEGINNING;

EXCEPT RIGHT OF WAY FOR VISTA ROAD LYING ALONG THE WESTERLY LINE
THEREOF AND SUBJECT TO BOUNDARY LINE AGREEMENT RECORDED ON MARCH
11, 1993 UNDER AUDITOR'S FILE NO. 930311188;

AND EXCEPT ANY PORTION LYING WITHIN THAT TRACT OF LAND CONVEYED TO
HANS PETER GEIGER AND KATHIE J. GEIGER, HUSBAND AND WIFE UNDER
AUDITOR'S FILE NO. 1605644;

AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE PLAT OF VISTA RIDGE,
DIVISION #1 ACCORDING TO THE MAP THEREOF AS RECORDED UNDER AUDITOR'S
FILE NO. 1970800111, RECORDS OF WHATCOM COUNTY, WASHINGTON;

AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE PLAT OF VISTA RIDGE,
DIVISION #2 ACCORDING TO THE MAP THEREOF AS RECORDED UNDER AUDITOR'S
FILE NO. 1990302364, RECORDS OF WHATCOM COUNTY, WASHINGTON;

SITUATE IN WHATCOM COUNTY, WASHINGTON.

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